

(j) Minimum wage rates shall be those set forth in the tables on pages 100-106 hereof, plus applicable cost of living increases, if any.

2. (a) The standard workweek shall consist of five (5) days of eight (8) hours each, but the two (2) days off in such standard workweek need not be consecutive, except as provided in Article III, Section 3.

Overtime at the rate of time and one-half the regular straight-time hourly rate shall be paid for all hours worked in excess of eight (8) hours per day or forty (40) hours per week, whichever is greater. A paid holiday shall be considered as a day worked for the purpose of computing overtime pay.

Every employee shall be entitled to two (2) days off in each workweek and any work performed on such days shall be considered overtime and paid for at the rate of time and one-half.

The straight-time hourly rate shall be computed by dividing the weekly wage by the number of hours in the standard workweek.

(b) Luncheon recess shall not be less than forty-five (45) minutes nor more than one (1) hour, and no employee shall be required to take time off in any workday in excess of one (1) hour for luncheon recess without having such

time charged against the Employer as working time.

(c) No regular full-time employee shall have their regular work hours, as set forth above, reduced below the standard workweek in order to effect a corresponding reduction in pay.

(d) Hours of work for all full-time employees shall be consecutive each day, except for the luncheon period.

(e) Any employee called in to work by the Employer for any time not consecutive with their regular schedule shall be paid for at least four (4) hours of overtime.

(f) Any employee who spends one full week or more performing work in a higher paying category shall receive the higher rate of pay for such service.

(g) Employees required to work overtime shall be paid at least one (1) hour at the overtime rate, except for employees working overtime due to absenteeism or lateness.

(h) Any employee who has worked eight (8) hours in a day and is required to work at least four (4) hours of overtime in that day, shall be given a \$15.00 meal allowance.

(i) No overtime shall be given for disciplinary purposes. An Employer shall not

require an employee to work an excessive amount of overtime.

(j) The Employer agrees to use its best efforts to provide a minimum of sixteen (16) hours off between shifts for its employees.

**B. WORKING SUPERINTENDENTS**

1. (a) Effective October 21, 2006, Superintendents covered by this agreement shall receive a \$13.00 weekly wage increase.

(b) Effective July 1, 2007, Superintendents covered by this agreement shall receive a \$11.00 weekly wage increase.

(c) Effective January 1, 2008, Superintendents covered by this agreement shall receive a \$11.00 weekly wage increase.

(d) Effective July 1, 2008, Superintendents covered by this agreement shall receive a \$13.00 weekly wage increase

(e) Effective April 21, 2009, Superintendents covered by this agreement shall receive an \$11.50 weekly wage increase.

(f) Effective October 21, 2009, Superintendents covered by this agreement shall receive an \$11.50 weekly wage increase.

(g) Superintendents shall be covered under the same provision regarding cost of living increases

set forth in Section A, paragraphs I (h) and (i) of this Article applicable to other employees.

(h) Certain special Superintendents agreements covering unusual cases, including part-time and workout Superintendents, shall be negotiated individually as heretofore.

2. (a) The standard workweek shall consist of five days (40 hours) but the two (2) days off in such workweek need not be consecutive. The Employer may reschedule the Superintendent's days off, either consecutively or non-consecutively; provided, however, that the Employer must give the Superintendent at least one (1) week's notice of any change in scheduled days off.

(b) In all other respects the building's present practices as to the Superintendent's duties shall continue and, as heretofore, the Superintendent shall take care of emergencies. If he/she is required by the Employer to perform other than emergency work on his days off, he/she shall receive equivalent time off during the same workweek or a day's pay at the time and one-half rate, as the case may be, by agreement between the Employer and Superintendent. Nothing herein shall be construed to affect any rights a Superintendent may have under the Fair Labor Standards Act.

(c) The Superintendent shall not be required to do work in conflict with law.

(d) When an obvious inequity exists by reason of a Superintendent's regular application of highly specialized abilities in his/her work, or where this work imposes special or substantial additional responsibilities, the Union may question the amount of the Superintendent's wage once during the term of this Agreement through grievance and arbitration.

**ARTICLE XVI**  
**Provisions Applicable to**  
**Superintendents Only**

**A. JOB SECURITY AND SEVERANCE PAY  
FOR WORKING SUPERINTENDENTS**

1. If the building is demolished or there is a bona fide transfer of title or leasehold resulting in a substantial change in the beneficial interest in the building, the Employer will pay the Superintendent on or about the date of demolition or transfer of title the severance pay provided for below, plus accrued vacation credits, unless the Employer offers an equivalent position in the same or in another building without loss of seniority. If the Employer does not offer such an equivalent position and the Superintendent receives

severance pay, and if the new Employer continues the Superintendent on the job and becomes party to this agreement, seniority for severance pay purposes shall be computed from the date of transfer of title or change in beneficial interest.

2. If the Employer discharges the Superintendent for reasons other than those set forth in Section 5 below, it shall give the Superintendent thirty (30) days' written notice by registered mail or personal service to vacate the apartment he/she occupies in the building. If the Superintendent does not contest his/her discharge, he/she shall receive an additional thirty (30) days to vacate the apartment. If the Superintendent is required to do any work during this notice period, he/she shall be paid at his/her regular rate of pay.

A Superintendent who voluntarily vacates said apartment within thirty (30) days after notice (sixty (60) days if discharge is not contested) shall receive severance pay or moving expenses on the following basis according to length of service:

Less than 6 months.....	\$750 moving expenses
6 months but less than 2 years .....	4 weeks' pay
2 years but less than 3 years.....	5 weeks' pay
3 years but less than 4 years.....	6 weeks' pay
4 years but less than 5 years.....	7 weeks' pay
5 years but less than 6 years.....	8 weeks' pay

6 years but less than 7 years.....9 weeks' pay  
7 years but less than 8 years.....10 weeks' pay  
8 years or more. ....11 weeks' pay

unless the Superintendent deliberately provoked his/her dismissal, or his/her conduct constituted a willful or substantial violation of the obligations of his employment, but this limitation shall not apply to moving expenses.

3. The Union may question the propriety of the termination of the Superintendent's services and demand reinstatement, or severance pay, if any, as the case may be, by filing a grievance within fifteen (15) calendar days following receipt by the Superintendent of the notice to vacate, on the charge that the Employer acted arbitrarily; provided, however, that the time to file a claim for severance pay shall not be limited in a case where the Employer fails to honor an agreement with the Superintendent or the Union to pay severance pay. If the matter is not adjusted through the grievance procedure, it shall be submitted for final determination to the Arbitrator who may sustain the termination with such severance pay, if any, as the case may be, or order reinstatement. The Arbitrator shall give due consideration to the Superintendent's fiduciary and management responsibilities and to the need for cooperation between the Superintendent and the Employer.

4. The Employer's notice to the Superintendent to vacate the apartment shall be considered held in abeyance and the effective date thereof considered postponed, if necessary, until the matter is adjusted or determined through grievance or arbitration; but the Union must exercise its right to question the Employer's action within the prescribed time and the matter must be processed with reasonable promptness.

No employer shall commence an eviction proceeding, or seek to collect use and occupancy prior to an arbitrator's award provided that the superintendent agrees in writing not to contest an eviction proceeding in the event that the arbitrator has upheld the discharge. There shall be no interruption of utilities or other essential services to the superintendent's apartment prior to the date an arbitrator's award ordering such superintendent to vacate his/her apartment.

5. The Employer, by written notice served personally or by registered mail, may require the Superintendent to vacate the living premises immediately in exceptional cases where the Superintendent's continued presence might jeopardize the tenants, employees, or the building and where the proper operation of the building requires the immediate employment of a replacement. The Union may question the termination of the Superintendent's services by



filing a grievance within seven (7) calendar days following the receipt by the Superintendent of the notice to vacate.

6. The provision for arbitration of discharge shall not apply for the first six (6) months of a Superintendent's employment. For grievances arising during the first two (2) months of employment, the presentation period referred to in Article V, Section 7 shall be 240 days.

7. Any Superintendent resigning or terminated because of physical or mental inability to perform duties shall receive severance pay in addition to accrued vacation credits based upon the schedule provided in this Article.

Such a Superintendent may resign and receive severance pay if he/she submits satisfactory evidence of such inability at the time of termination, unless, because of circumstances connected with his/her condition, the Superintendent is unable to comply with this requirement.

In the event of a dispute concerning the sufficiency of the evidence, the matter shall be resolved in accordance with Article XVII, paragraph 20.

#### B. COVERAGE OF AGREEMENT

1. All Superintendents for whom the Union is the collective bargaining agent are covered

under this agreement unless they are covered by the Resident Managers Agreement. Effective immediately, the assents for the Apartment Building Agreement and Resident Managers Agreement shall be submitted in one form.

2. Buildings with six (6) or more building service employees including the Superintendent, will be covered by the 2006 Resident Manager's Agreement for the Superintendent provided that such buildings fall within one of the following categories:

(a) The Superintendent is covered by the 2003 Resident Managers Agreement.

(b) The building is on a list which was submitted to the Union by the RAB during the course of negotiations and is specifically mentioned in the Stipulation of Agreement signed by the Union and the RAB.

(c) A newly constructed building which opens for occupancy on or after April 21, 2006 and has six (6) or more building service employees including the Superintendent or subsequently increases the work force to six (6) or more service employees including Superintendents.

(d) Buildings which had fewer than six (6) building service employees including the Superintendent, prior to April 21, 2006 and subsequently increased the work force to six (6)

or more employees including the Superintendent.

3. Buildings included in Section 2 hereof shall cease to be covered by the Resident Managers Agreement and the Superintendents in such buildings shall thereafter be covered by this Agreement if during the life of this agreement the work force in such buildings drops below six (6) including the Superintendent.

4. The provisions of Section 2 hereof to the contrary notwithstanding, any building with fewer than six (6) building service employees, including the Superintendent, which was covered by the 2003 Resident Managers Agreement shall be covered by the 2006 Resident Managers Agreement for the Superintendent until one of the following occurs:

- (a) Legal title of the building is transferred
- (b) There is a change in Employer
- (c) There is change in Superintendent
- (d) There is a reduction in force
- (e) There is a violation of Article I of this agreement or Article II of the Resident Managers Agreement (Subcontracting).

Immediately upon the occurrence of any of the above events, the building shall be covered by the Working Superintendents provision of the 2006 Apartment Building Agreement for the Superintendent.

If as a result of one of the above events there is a new Employer, such Employer shall not have access to the 2006 Resident Managers Agreement for the Superintendent.

5. Buildings which do not fall within any category set forth in Section 2 hereof, will be covered by the 2006 RAB Working Superintendents section of this agreement regardless of the size of the work force.

6. (a) Resident Managers will not perform the duties of apartment building employees on strike after the expiration of the 2006 Apartment Building Agreement except for:

(1) Emergencies involving health and safety of the building.

(2) Work which the Resident Manager normally performs during non-strike periods.

(b) Violation of Section 6(a) hereof will cancel the existing Resident Managers Agreement for the building in which the violation occurs and the Resident Manager will be covered by the successor RAB Working Superintendent section of the Apartment

Building Agreement for the term of such successor agreement.

7. The Union will not interfere with Resident Managers in the performance of their assigned non-bargaining unit duties. The bargaining unit referred to herein is the unit under the 2006 Apartment Building Agreement.

#### **ARTICLE XVII General Clauses**

1. *Differentials.*

Existing wage differentials among classes of workers within a building shall be maintained. It is recognized that wage differentials other than those required herein may exist or arise because of wages above the minima required by this agreement. No change in such differentials shall be considered a violation of this agreement unless it appears that it results from an attempt to break down the wage structure for the building.

Where an obvious inequity exists by reason of an employee's regular application of specialized abilities in their work, the amount or correctness of the differential or wage may be determined by grievance and/or arbitration.

Notwithstanding the above, it is understood that licensed engineers covered under this Agreement shall receive the same wages and

benefits as paid to engineers under the Realty Advisory Board (RAB) Agreement covering licensed engineers in New York City except that Pension, Health, Legal and Training Fund contributions shall continue to be paid under the terms of this Agreement.

**2. Pyramiding.**

There shall be no pyramiding of overtime pay, sick pay, holiday pay or any other premium pay. If more than one of the aforesaid are applicable, compensation shall be computed on the basis giving the greatest amount.

**3. Holidays** – The following are the recognized contract holidays:

Holiday		2007	2008	2009	2010
New Years Day		Monday Jan. 1	Tuesday Jan. 1	Thursday Jan. 1	Friday Jan. 1
Martin Luther King Day		Monday Jan. 15	Monday Jan. 21	Monday Jan. 19	Monday Jan. 18
Holiday	2006	2007	2008	2009	2010
President's Day		Monday Feb. 19	Monday Feb. 18	Monday Feb. 16	Monday Feb. 15
Memorial Day	Monday May 29	Monday May 28	Monday May 26	Monday May 25	
Independence	Tuesday Jul. 4	Wednesday Jul. 4	Friday Jul. 4	Saturday Jul. 4	
Labor Day	Monday Sept. 4	Monday Sept. 3	Monday Sept. 1	Monday Sept. 7	
Columbus Day	Monday Oct. 9	Monday Oct. 8	Monday Oct. 13	Monday Oct. 12	
Election Day	Tuesday Nov. 7	Tuesday Nov. 6	Tuesday Nov. 4	Tuesday Nov. 3	

Thanksgiving Day	Thursday Nov. 23	Thursday Nov. 22	Thursday Nov. 27	Thursday Nov. 26
Christmas Day	Monday Dec. 25	Tuesday Dec. 25	Thursday Dec. 25	Friday Dec. 25

Elective Holiday: Select one of the following  
or a personal day at the option of the employee.

Holiday	2006	2007	2008	2009	2010
Lincoln's Birthday		Monday Feb. 12	Tuesday Feb. 12	Thursday Feb. 12	Friday Feb. 12
Good Friday		Friday Apr. 6	Friday Mar. 21	Friday Apr. 10	Friday Apr. 2
Yom Kippur	Monday October 2	Saturday Sept. 22	Thursday October 9	Monday Sept. 28	
Eid al-Fitr	Monday Oct. 23	Friday Oct. 12	Thursday Oct. 2	Sunday Sept. 20	
Sept. 11th Day of Remembrance	Monday Sept. 11	Tuesday Sept. 11	Thursday Sept. 11	Friday Sept. 11	

(continued on next page)

In the event the employee selects a personal day in accordance with the above schedule it shall be granted according to the following provision:

Employees entitled to a personal day may select such day off on five (5) days notice to the Employer provided such selection does not result in a reduction of employees in the building below 75% of the normal work staff. Such selection shall be made in accordance with seniority.

The Employer shall post a holiday schedule on the bulletin board and it shall remain posted throughout the year.

Employees shall receive their regular straight time hourly rates for the normal eight (8) hour working day not worked, and if required to work on a holiday, shall receive in addition to the pay above mentioned, premium pay at the rate of time and one-half their regular straight-time hourly rate of pay for each hour worked with a minimum of four (4) hours premium pay. Any employee who is required to work on a holiday beyond eight (8) hours shall continue to receive the compensation above provided for holiday work, namely pay at regular straight-time rate plus premium pay at time and one-half regular straight-time rate.



Any regular full-time employee ill in any payroll week in which a holiday falls is entitled to holiday pay or corresponding time off (meaning one day) if the employee worked at least one (1) day during the said payroll week.

Any regular full-time employee whose regular day(s) off falls on a holiday, shall receive an additional day's pay therefore or at the option of the Employer, an extra workday off within ten (10) days immediately preceding or succeeding the holiday. If the employee receives the extra day off before the holiday and employment is terminated for any reason whatever, the employee shall not be required to compensate the Employer for that day.

*4. Personal Day.*

All employees shall receive a personal day in each contract year. This personal day is in addition to the holidays listed in paragraph 3 above. The personal day shall be scheduled in accordance with the following provision:

Employees may select such day off on five (5) days notice to the Employer provided such selection does not result in a reduction of employees in the building below 75% of the normal work staff. Such selection shall be made in accordance with seniority.

**5. *Voting Time.***

Election Day is a recognized holiday and any employee who is required to work and who gives legal notice shall be allowed two (2) hours off, such hours to be designated by the Employer, while the polls are open. Said two (2) hours shall be included in the eight (8) hour day for which such employee receives his regular straight-time idle pay, but shall not be considered as hours actually worked for the purpose of premium pay.

**6. *Schedules.***

Overtime, Sunday and holiday work shall be evenly distributed so far as is compatible with the efficient operation of the building, except where Sunday is a regular part of the workweek.

**7. *Relief Employees.***

Relief or part-time employees shall be paid the same hourly rate as full-time employees in the same occupational classification.

**8. *Method of Payment of Wages.***

All wages, including overtime, shall be paid weekly in cash or by check, with an itemized statement of payroll deductions.

If a regular pay day falls on a holiday, employees shall be paid on the day before.

Employees paid by check who work during regular banking hours shall be given reasonable time to cash their checks exclusive of their break and lunch period. The Employer shall make suitable arrangements at a convenient bank for such check cashing.

In the event an Employer's check to an employee for wages is returned due to insufficient funds on a bona fide basis twice within a year's period, the Employer shall be required to pay all employees by cash or certified check.

The Employer may require, at no cost to the employee, that an employee's check be electronically deposited at the employee's designated bank or a paycheck card may be utilized. The Union shall be notified by the Employer of this arrangement.

The Union recognizes that certain employees and Employers desire to utilize a bi-weekly payroll schedule. Employers recognize that bi-weekly pay may create hardships for certain employees. Therefore, the parties agree to create an industry-wide committee to study the bi-weekly pay issue. If bi-weekly pay is permitted under the Commercial Building Agreement, then it shall be permitted under this Agreement.

**9. *Leave of Absence and Pregnancy Leave.***

(a) Once during the term of this Agreement, upon written application to the Employer and the Union, a regular full-time employee (excluding a working Superintendent) employed in the building for five (5) years or more shall be granted a leave of absence for illness or injury not to exceed six (6) months.

The leaves of absence outlined above are subject to an extension not exceeding six (6) months in the case of bona fide inability to work whether or not covered by the New York State Workers' Compensation Law or New York State Disability Benefits Law. When such employee is physically and mentally able to resume work, that employee shall on one (1) week's prior written notice to the Employer be then reemployed with no seniority loss.

In cases involving on-the-job injuries, employees who are on medical leave for more than one (1) year may be entitled to return to their jobs if there is good cause shown.

(b) Regular full-time employees (excluding a working Superintendent) employed for two (2) years but less than five (5) years shall be granted a leave of absence for illness or injury not to exceed sixty (60) days.

(c) In buildings where there are more than four (4) employees, an employee shall be entitled to a two (2) week leave of absence

without pay for paternity/ maternity leave. The leave must be taken immediately following the birth or adoption of the child.

Pregnancy shall be treated as any other disability suffered by an employee in accordance with applicable law.

(d) Once every five (5) years, upon six (6) weeks' written application to the Employer, a regular full-time employee (excluding a working Superintendent) employed in the building for five (5) years or more shall be granted a leave of absence for personal reasons not to exceed four (4) months. Upon returning to work, the employee shall be reemployed with no loss of seniority. Any time limitation with regard to the six (6) weeks written application shall be waived in cases where an emergency leave of absence is required.

(e) Any employee requesting a personal leave of absence shall be covered for health benefits during the period of the leave provided the employee requests welfare coverage while on leave of absence and pays the Employer in advance for the cost of same.

(f) Any employee on leave due to workers' compensation or disability shall continue to be covered for health benefits without the necessity of payment to the Employer in accordance with Article X, Paragraph A, Sub-paragraph 1.

(g) Any Employer who is required by law to comply with the provisions of the Family and Medical Leave Act (FMLA), shall comply with the requirements of said act.

(h) The RAB will encourage Employers to cooperate in granting leaves of absence for Union business.

**10. Vacations and Vacation Replacements.**

a. Every employee employed with substantial continuity in any building or by the same Employer shall receive each year a vacation with pay, as follows:

Employees who have worked

6 Months .....	3 working days
1 Year .....	2 weeks
5 Years .....	3 weeks
15 Years .....	4 weeks
21 Years .....	21 working days
22 Years .....	22 working days
23 Years .....	23 working days
24 Years .....	24 working days
25 Years .....	5 weeks

Length of employment for vacation shall be based upon the amount of vacation an employee would be entitled to on September 15th of the year in which the vacation is given,

subject to grievance and arbitration where the result is unreasonable.

Part-time employees regularly employed shall receive proportionate vacation allowance based on the average number of hours per week they are employed.

Firemen who have worked substantially one (1) firing season in the same building or for the same Employer, when laid off, shall be paid at least three (3) days' wages in lieu of vacation.

Firemen who have been employed more than one (1) full firing season in the same building or by the same Employer shall be considered full-time employees in computing vacations.

Regular days off and contract holidays falling during the vacation period shall not be counted. If a contract holiday falls during the employee's vacation period, the employee shall receive an additional day's pay therefore, or, at the Employer's option, an extra day off within ten (10) days immediately preceding or succeeding a vacation.

Vacation wages shall be paid prior to the vacation period unless otherwise requested by the employee, who is entitled to actual vacation and who cannot instead be required to accept money.

Any Employer who fails to pay vacation pay in accordance with this provision where the vacation has been regularly scheduled shall pay an additional two (2) days pay for each vacation week due at that time.

When compatible with the proper operation of the building, choice of vacation periods shall be according to building seniority and confined to the period beginning May 1st and ending September 15th of each year. These dates may be changed and the third vacation week may be taken at a separate time by mutual agreement of the Employer and the employee.

The fourth and fifth week of vacation may, at the Employer's option, be scheduled, upon two (2) weeks' notice to the employee, for a week or two weeks other than the period when the employee takes the rest of his/her vacation.

Any employee leaving their job for any reason, shall be entitled to a vacation accrual allowance computed on the employee's length of service as provided in the vacation schedule based on the elapsed period from the previous September 16th (or from the date of the employee's employment if later employed) to the date of their leaving. Any employee who has received a vacation during the previous vacation period (May 1st through September 15th) and who leaves their job during the next



vacation period under circumstances which entitled the employee to vacation accrual rights, shall be entitled to full vacation accrual allowances instead of on the basis of the elapsed period from the previous September 16th. Any employee who has received no vacation and has worked at least six (6) months before leaving their job shall be entitled to vacation allowance equal to the vacation allowance provided above.

No employee leaving their position of their own accord shall be entitled to accrued vacation unless the employee gives five (5) working days' termination notice.

Any Employer assuming this Agreement shall be responsible for payment of vacation pay and granting of vacations required under this Agreement which may have accrued prior to the Employer taking over the building less any amounts paid or given for that vacation year. In the event that the Employer terminates its Employer-employee relationship under this agreement and the successor Employer does not have an agreement with the Union providing for at least the same vacation benefits, the Employer shall be responsible for all accrued vacation benefits.

b. A person hired solely for the purpose of relieving employees for vacation shall be paid